

(323) 881-2401

July 16, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT FOR EMERGENCY TRANSPORT OF FIRE EQUIPMENT
TO CATALINA ISLAND BETWEEN THE UNITED STATES NAVY AND THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
(4TH DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT:**

Approve and instruct the Chairman of the Board to sign the attached Agreement with the United States Navy (Navy) for the Navy to provide high-speed transportation of fire equipment and vehicles to and from Santa Catalina Island under emergency conditions and training exercises, with the only cost to the Fire District being the reimbursement of costs, such as fuel costs, incurred by the Navy in their provision of transport services to the Fire District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Fire District is responsible for providing fire suppression services to the unincorporated area of Santa Catalina Island. However, the Fire District does not have the resources required to transport heavy vehicles and equipment to the island should the emergency fire suppression vehicles and equipment located on Santa Catalina Island be insufficient to extinguish a major wildfire. For that reason, in 1997 the Fire District entered into an Agreement with the Navy to provide the high-speed transportation that would be necessary in the event a large fire was occurring on the island (prior agreement). That prior agreement has expired, and the Navy has agreed to renew it, resulting in the attached Agreement that allows for the continued provision high-speed transport of emergency fire equipment and vehicles to and from the island by the Navy.

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FISCAL IMPACT/FINANCING

The Navy has agreed to provide emergency transport services to the Fire District without charge. The Navy only requires that they are reimbursed for their minimal costs of fuel and other consumables incurred during transport.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been approved as to form by County Counsel. A prior agreement with the Navy for transportation (No. 70579) expired on May 5, 2000. The new Agreement will be effective upon approval by your Board and remain in effect until terminated by either party.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will enhance the Fire District's ability to respond to major fire incidents that occur on Santa Catalina Island.

CONCLUSION

Upon approval of the Agreement, please instruct the Executive Officer of the Board to return one (1) copy of this letter and two (2) fully executed copies of the Agreement to the Consolidated Fire Protection District. We will forward a fully executed copy of the Agreement to the Navy.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:KC:fd

Attachment

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
THE UNITED STATES NAVY**

I. Introduction. This is an agreement for high-speed transportation of fire equipment and vehicles from the United States mainland, County of Los Angeles, State of California, to Santa Catalina Island under specified emergency conditions.

II. Parties. The parties to this agreement are the Consolidated Fire Protection District of Los Angeles County (Fire District) and the United States Navy (Navy) as represented by Commander, Amphibious Group THREE.

III. Background. The Fire District is responsible for providing fire suppression services to the unincorporated areas of Santa Catalina Island. The Fire District does not have the resources required to transport heavy fire equipment and vehicles to Santa Catalina Island and no commercial transportation of this equipment under emergency conditions is reasonably available. Landing Craft Air Cushion (LCAC) under the control of Navy Assault Craft Unit FIVE (ACU-5) has the capability to provide prompt transportation of the necessary fire equipment and vehicles. In the event that fire trucks located on Santa Catalina Island are insufficient to extinguish an existing fire threatening serious bodily injury or grave property damage, the Fire District may request action by the Navy under the terms of this Memorandum of Understanding (MOU).

IV. Activation. Emergency support from the Navy will be activated by the procedures listed in Appendix (A). This procedure may be amended by the Commanding Officer, ACU-5, as appropriate.

V. General Understandings of the Parties.

- 5.1 The military or operational needs of the Navy will take priority over Fire District requests at all times.
- 5.2 LCACs will only be provided if available as determined by the Commanding Officer, ACU-5.
- 5.3 This MOU is intended for emergency circumstances only posing a significant threat of serious bodily injury, death, or grave property damage. It is not intended as a substitute for commercial ferry/barge service under routine conditions. In emergency circumstances, commercial alternatives are impracticable due to their slow speed of transport.

5.4 Notwithstanding paragraph III above, a training exercise involving transport of the fire equipment and vehicles will be conducted at a mutually agreeable time not less than once each calendar year.

VI. The Navy agrees to provide to the Fire District:

6.1 An LCAC and crew, when available, to transport heavy fire equipment and vehicles in support of Fire District fire suppression and rescue operations on Santa Catalina Island, as described herein. The availability of an LCAC is contingent upon the military and operational needs of the Navy. The number of LCACs provided and response time will be dependent upon craft availability and time required to recall crews, if necessary.

6.1.1. Fire District apparatus and equipment will be on-loaded at Long Beach (Granada Beach).

6.1.2. Fire District apparatus and equipment will be off-loaded at Santa Catalina Island (Pebbly Beach).

6.2 Gripping/ungripping and dunnage for all Fire District apparatus and equipment transported.

6.3 A qualified landing zone team, as feasible.

VII. The Fire District will provide to the Navy:

7.1 As much notice as reasonably possible prior to LCAC operations.

7.2 A safety boat off Granada Beach to assist during LCAC arrival/departure.

7.3 Crowd control during LCAC arrival/departure at Long Beach and Santa Catalina Island.

7.4 Helicopter transportation between Long Beach and Santa Catalina for a craft landing zone team, as feasible.

7.5 Assistance in obtaining or maintaining (if required) environmental approval for LCAC operations at chosen sites.

7.6 Fuel, or reimbursement for fuel and other consumables, used during transport operations (including training) under this MOU.

7.7 Reimbursement for damage to LCAC incurred due to transport of fire equipment and vehicles due to negligence of Fire District personnel. The Fire District shall not be responsible for personal injury of Navy personnel incurred during the LCAC operations.

VIII. Other Terms and Conditions:


- 8.1 The Navy will not be responsible for damage to Fire District apparatus and equipment or personal injury incurred during LCAC operations.
- 8.2 This MOU shall not be construed as or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
- 8.3 Except as specified elsewhere in this MOU, no party furnishing assistance pursuant to this MOU shall be entitled to compensation for services rendered.
- 8.4 The Fire District agrees to hold the Navy harmless from any claims, liability, or litigation as to Fire District or its personnel in the event of any damage, injury, or death due to the transportation or lack of transportation of apparatus and equipment except for the negligence of the Navy.
- 8.5 It is the intent of the parties that this MOU remain in effect indefinitely; however, this agreement may be modified at any time in writing with the concurrence of both parties. The MOU may be terminated unilaterally by either party, upon written notice, provided at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of
the day and year set forth below.

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

UNITED STATES NAVY

By _____
Chairman, Board of Supervisors
Los Angeles County

By  _____
W.C. Ransom
Rear Admiral, U.S. Navy
Commander, Amphibious
Group Three

Date _____

Date 27 June 2002

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By  _____
Deputy

APPENDIX (A) - ACTIVATION

1. The Fire District authorized representative requesting assistance will contact the Commanding Officer or Command Duty Officer, ACU-5 at (760)801-9479.
2. The Fire District will provide as much information as reasonably possible as to known conditions relating to the request. If the Commanding Officer, ACU-5, determines that emergent conditions exist posing the risk of serious bodily injury, death, or grave property damage, he should grant the request if an LCAC is reasonably available.
3. After making the determination as to availability, the Commanding Officer, ACU-5, will notify the Fire District of the approximate time of LCAC arrival at Long Beach, Granada Beach.
4. Commanding Officer, ACU-5, shall notify the Commander, Amphibious Group THREE or Staff Duty Officer at COM (619)208-1096 as soon as practicable.